



# THE FAMILY LINES RAIL SYSTEM

500 Water Street · Jacksonville, Florida 32202 · Telephone (904) 359-3100

March 30, 1982

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Madam Secretary:

No. *2-091A018*

Date *APR 1 1982*

Fee \$ *10.00*

LAW DEPARTMENT  
Writer's direct  
telephone line:

ICC Washington, D. C.

I enclose four duly executed counterparts of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Supplemental Agreement dated as of March 15, 1982, a secondary document.

The primary document to which this Supplemental Agreement relates is recorded under Recordation No. 13079.

The name and address of the parties to the Supplemental Agreement are as follows:

Mercantile-Safe Deposit and Trust Company,  
as Agent  
Two Hopkins Plaza  
Baltimore, Maryland 21203

Louisville and Nashville Railroad Company  
500 Water Street  
Jacksonville, Florida 32202

A description of the equipment covered by the document is as follows:

Twelve 50-ton bay window caboose cars bearing road numbers L&N 6621-6632, inclusive, and

One 100-ton open top hopper car bearing road number L&N 552153.

A fee of \$10.00 is enclosed.

Please return the recorded counterparts of the enclosed document not needed by the Commission for recordation to:

Mr. David M. Yearwood  
General Attorney  
Louisville and Nashville Railroad Company  
500 Water Street  
Jacksonville, Florida 32202.

A short summary of the enclosed document to appear in the index is as follows:

Equipment Trust Agreement is amended to include 12 50-ton bay window caboose cars bearing road numbers L&N 6621-6632, inclusive, and 1 100-ton open top hopper car bearing road number L&N 552153.

Very truly yours,

A handwritten signature in cursive script that reads "David M. Yearwood".

David M. Yearwood  
General Attorney

APR - 1 1982 - 1 45 PM  
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of March 15, 1982, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, as Trustee under Louisville and Nashville Railroad Equipment Trust, Series 12, dated as of May 1, 1981, hereinafter called the "Trustee", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad Company",

WITNESSETH:

WHEREAS, by an Equipment Trust Agreement, dated as of May 1, 1981, by and between the Trustee and the Railroad Company constituting Louisville and Nashville Railroad Equipment Trust, Series 12, there was leased to the Railroad Company certain railroad equipment as more fully described in said Equipment Trust Agreement; and

WHEREAS, said Equipment Trust Agreement was, in accordance with the provisions thereof, filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on May 1, 1981 at 12:20 P.M. and assigned Recordation No. 13079; and

WHEREAS, there is now on deposit with the Trustee the sum of \$661,434.40, and the Railroad Company has and does hereby request the Trustee to acquire with such funds so on deposit and deliver to it under said Equipment Trust Agreement twelve 50-ton bay window caboose cars bearing the Railroad Company's road numbers 6621-6632, inclusive, and a 100-ton open top hopper car bearing the Railroad Company's road number 552153.

NOW, THEREFORE, the Railroad Company does hereby agree to sell, assign, transfer and set over unto the Trustee, subject to the terms of the Equipment Trust Agreement, twelve 50-ton bay window caboose cars bearing the Railroad Company's road numbers 6621-6632, inclusive, and a 100-ton open top hopper car bearing the Railroad Company's road number 552153, having an aggregate Fair Value as of the date hereof of \$838,249.00.

The Equipment Trust Agreement is hereby amended to include said equipment.

The Trustee does hereby agree to lease said equipment to the Railroad Company under and subject to the terms of the Equipment Trust Agreement.

The Railroad Company agrees to accept and hold said equipment under and subject to the terms of the Equipment Trust Agreement, and to be bound by and to perform, with respect to said equipment, all of the applicable covenants of said Equipment Trust Agreement.

The Railroad Company agrees to furnish any additional funds over and above the funds on deposit which may be required for the Trustee to acquire the equipment described herein.

The Railroad Company will cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish to the Trustee certificates or other evidence satisfactory to the Trustee of such filing and recording.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an

original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Equipment Trust Agreement, and the Railroad Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,

Trustee

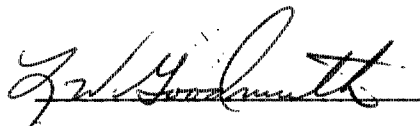
By



Assistant Vice President

(Corporate Seal)

ATTEST:



ASSISTANT Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

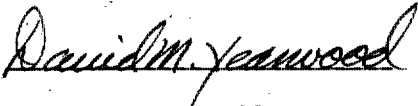
By

A handwritten signature in dark ink, consisting of several loops and a long horizontal stroke at the end, positioned over a horizontal line.

Director of Finance

(Corporate Seal)

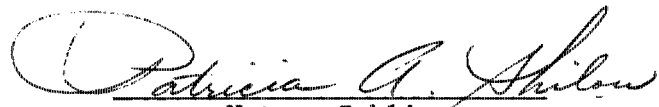
ATTEST:

A handwritten signature in dark ink, appearing to read "David M. Yearwood", positioned over a horizontal line.

Attesting Officer

STATE OF MARYLAND )  
 ) SS:  
CITY OF BALTIMORE )

On this 30<sup>th</sup> day of March, 1982, before me personally appeared R. E. Schreiber, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

(Notarial Seal)

My Commission expires 7-1-82.

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DUVAL )

On this 26<sup>th</sup> day of March, 1982, before me personally appeared David D. Owen, to me personally known, who, being by me duly sworn, says that he is the Director of Finance of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

(Notarial Seal)

My Commission expires March 16, 1986  
Notary Public, State of Florida  
Bonded thru Troy Fair Insurance, Inc.

1. The first part of the report deals with the general situation of the country and the results of the survey.

2. The second part of the report deals with the results of the survey in the different regions of the country.

3. The third part of the report deals with the results of the survey in the different districts of the country.

4. The fourth part of the report deals with the results of the survey in the different villages of the country.

5. The fifth part of the report deals with the results of the survey in the different hamlets of the country.

6. The sixth part of the report deals with the results of the survey in the different farms of the country.

7. The seventh part of the report deals with the results of the survey in the different estates of the country.

8. The eighth part of the report deals with the results of the survey in the different manors of the country.

9. The ninth part of the report deals with the results of the survey in the different lordships of the country.

10. The tenth part of the report deals with the results of the survey in the different baronies of the country.